

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

Amendment No. 3 to the Interlocal Agreement for
the Joint Renovation and Use of the Holton School

This contract amendment ("Third Amendment") is dated and entered into as of the _____ day of _____, 20_____, between City of Durham ("City") and the Durham Public Schools Board of Education ("Board").

The Interlocal Agreement between the parties entitled "Interlocal Agreement for the Joint Renovation and Use of the Holton School," ("Original Interlocal") dated August 23, 2007, was previously twice amended by the parties on July 2, 2009 ("First Amendment" and "Second Amendment"), and that Interlocal is now further amended as follows:

1. Section III. 7. A., entitled, "Management of the Holton Center Use," is deleted in its entirety and replaced with the following:

"The Board will serve as the Management Contractor of the Holton School. Wherever "Management Contractor" is named in the Interlocal, "Board" shall be substituted. The Board is responsible for coordinating the parties' moves into or out of the Holton School, arranging custodial duties, front desk coverage, repairs, management of utilities, maintenance of both the interior and exterior, landscaping, general management, and for keeping the Master Calendar for use of the building areas. The Board will present the City with an invoice for joint expenses, including the expenses incurred by the Board in serving as Management Contractor, detailing the total cost of the work performed and the amount owed by each Party."

2. Section III. 8. A. entitled, "Supervision and Security of the Holton School" is deleted and replaced in its entirety by the following:

"The Board shall be responsible for all security and for controlling Common Areas of the Holton Center. The City and Board shall share the costs associated with hiring one (1) security officer."

3. Section III. 10. A. entitled, "Housekeeping, Routine/Preventive Maintenance, and Major Repair or Life-Cycle Replacement" is deleted and replaced in its entirety by the following:

"The City and Board shall pay the full costs for maintenance and repair items in each Party's respective space pursuant to the Holton School Space Allocation as specified in Attachment A. Wherever the Board, as Management Contractor with duties as specified in Section III.7.A, incurs expenditures for maintenance and repairs that are joint expenses to be charged between the Parties, those charges shall be divided proportionate to the space allocation detailed in Attachment A of the this Agreement. The cistern is defined as a joint maintenance and repair item."

Except as amended herein, the terms and conditions of the Interlocal and its First and Second Amendments are reaffirmed by the parties.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the date first written above.

DURHAM PUBLIC SCHOOLS BOARD OF EDUCATION

ATTEST:

BY: _____
Chairman of the Board

_____(SEAL)
Secretary of the Board

(Affix Seal)

CITY OF DURHAM

ATTEST:

BY: _____
City Manager

State of North Carolina
County of Durham

ACKNOWLEDGMENT BY DURHAM
PUBLIC SCHOOLS

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and stated that he or she is _____ Secretary of The Durham Public Schools Board of Education, a body corporate, and that by the authority duly given and as the act of said Board, the foregoing contract or agreement with the City of Durham was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself or herself as its said Secretary or Assistant Secretary. This the _____ day of _____, 20____.

My commission expires:

Notary Public

State of North Carolina
County of Durham

ACKNOWLEDGMENT BY CITY OF
DURHAM

I, a Notary Public in and for the aforesaid County and State certify that

_____ personally appeared before me this
day, and acknowledged that he or she is the _____ City Clerk of the City of Durham,
a municipal corporation, and that by authority duly given and as the act of the City, the foregoing
contract or agreement was signed in its corporate name by its _____ City Manager,
sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk. This the
_____ day of _____, 20____

Notary Public

My commission expires:
